

Town of Tiverton, Rhode Island

Town Administrator Employment Contract

AGREEMENT entered into as of the 15th day of August, 2008 by and between the Town of Tiverton, Rhode Island; a municipal corporation hereinafter referred to as the "Employer" and James C. Goncalo, hereinafter referred to as the "Employee". As used herein, the term Employer shall refer to either the Town of Tiverton as a corporate entity, or the Town Council¹ as the immediate supervisor of the Employee, as the context may dictate.

NOW, THEREFORE: the Town Administrator, with the approval of the Tiverton Town Council acting in the best interest of the Employer, has agreed to enter into employment of the Employee as a salaried position, it is now agreed as follows:

1. **TERM**

The term of this agreement shall commence on August 15, 2008 and continue for three (3) years and terminate on August 15, 2011.

2. **DUTIES**

The Employee shall have the responsibilities outlined in the Job Description attached hereto as Exhibit A. Notwithstanding anything in the Job Description, the Employee may be assigned special projects from time to time. The Employer has the right to assign any other duties that are related to the position.

3. **SALARY**

The Employee shall receive the salary of \$ 83,900.00 per year. The stated amount is to be paid on a fortnightly basis. It is herein agreed and understood that in the event of termination of employment for any reason or by either party, the aforesaid annual salary shall be prorated on an annualized basis.

The average hours per week are expected be not less than forty (40). However, this is a salaried position, and the actual hours worked may be more or less, and attendance at evening meetings is to be expected. It is specifically understood and agreed by the Employee that the Employee is on-call seven days per week, twenty-four hours per day, in consideration of which the Employer has been provided with a Town vehicle and cell phone. The Employee shall not be entitled

¹ The Employee shall report to and be responsible to the Town Council as a whole, provided that when the Town Council is not in session, the Employee shall report to the Town Council President, and shall be responsible to the Town Council President so long as the instructions therefore do not contradict state law, local law, the Town Charter, or established Town Council policy. In the event the Town Council President is unavailable, the employee shall report to the Town Council Vice-President.

to any overtime or compensatory time. The Employee shall notify the Town Council President and the Town Clerk in writing (which may include email) whenever the Employee is absent from the Town Hall for more than one-half (1/2) of a day. The notice shall specify the nature of the absence, including without limitation, personal leave, sick leave, bereavement leave, vacation; or if on official business or personal development business, the nature of such business. Where possible, such notice shall be given a least 24 hours in advance, and in any instance, not more than 24 hours after the absence.

The Employer shall reimburse the Employee for all reasonable expenses incurred by the Employee in connection with the performance of the Employee's duties under the contract up to a maximum of \$2,000.00 (Two Thousand Dollars) per year. The payment will only be made after the Employee provides the Employer with an itemized statement of all charges, together with appropriate receipts. The expenses to be incurred by the Employee may include, without limitation, travel, conferences and seminars, and related expenses incurred by the Employee in pursuing the interests of the Employer.

4. **JOB EVALUATION**

The Employer reserves the right to conduct job evaluations at any time during the Term of the agreement. Salary increases beyond the first year of the contract shall be determined by merit after negotiation.

5. **RETIREMENT**

The Employee shall participate in the RI State Employee's Retirement System with COLA C provisions effective November 1, 2006 with contributions to the plan by the Employee pursuant to the provisions of the retirement plan.

6. **VACATION**

The Employee shall be entitled to vacation leave at the rate of twelve (12) days per year accumulated at the rate of one (1) day per month for the first year and at the rate of fifteen (15) days per year accumulated at the rate of one and one-quarter (1 1/4) days per month for the second and third year. It is agreed that during the term of this contract the Employee may carry forward vacation leave up to an accumulated total of fifteen (15) days beyond the anniversary date each year. Notwithstanding the forgoing, in light of the Employee's previously scheduled vacation in July of 2008, and in consideration of the Employee's past service to the Town as Town Treasurer with no statutorily-set vacation, and only two (2) days taken as vacation leave in eight months of service; the Employee, as Interim Town Administrator, shall be entitled to a one-time additional benefit of five (5) days paid vacation leave to be taken in July 2008. Such leave shall be taken or lost by July 31, 2008 and shall not be accumulated in any way.

7. **SICK LEAVE/**

The Employee shall be entitled to fifteen (15) sick days per year accumulated at the rate of one and one-quarter (1 1/4) days per month. Leave may be

accumulated for the term of this contract. There shall be no cash value to any accumulated sick leave at any time during this agreement period. The Employer may require a physician's certificate after three (3) consecutive days of absence from employment due to illness.

8. **PERSONAL LEAVE**

The Employee shall be entitled to three (3) personal days per year, none of which may accumulate beyond the anniversary date each year.

8. **BEREAVEMENT LEAVE**

The employee may be absent for three consecutive calendar days (with full pay) in the case of death of a mother, father, brother, sister, spouse or child.

Two days for father-in-law or mother-in-law or a grandparent. An additional day may be granted at the discretion of the Employer for any Bereavement leave.

9. **LIABILITY INSURANCE**

The Employee shall be covered by the Town of Tiverton Public Liability Insurance Policy and shall be indemnified and held harmless for losses and expenses incurred or sustained by the Employee in consequence of the honest service and proper discharge of the office and while acting in the capacity of his employment.

10. **HOLIDAYS**

The Employee shall be entitled to time off with pay for the following holidays:

New Years' Day	Martin Luther King Day
President's Day	Good Friday (one half day)
Memorial Day	Independence Day
Victory Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Day after Thanksgiving
Half Day before Christmas	Christmas Day

11. **LIFE INSURANCE**

The employee shall be entitled to term life insurance coverage in the amount of \$50,000.00 for the period of this agreement.

12. **HEALTH INSURANCE**

The Employee shall be entitled to Health and Dental Insurance for individual or family plan health and dental coverage at the co-share contribution of fifteen percent (15%) of the cost of healthcare and dental insurance plans offered by the Employer for the period of this agreement. The Employer currently provides Blue Cross Healthmate Coast to Coast and Delta Dental, but the Employer reserves the right to provide comparable coverage during the period of this agreement using other plan providers.

13. **CONTINUING EDUCATION**

The Employee shall be reimbursed up to a maximum of Fifteen Hundred Dollars (\$1,500.00) per year for costs associated with continuing education as related to the position, with prior approval in writing of the Employer and upon successful completion of the course.

14. **SUSPENSION/TERMINATION**

Notwithstanding the term of this employment contract, termination may occur either by:

- a. Mutual agreement of the parties;
- b. Retirement of the Employee;
In the event of retirement of the Employee, the employee may notify the Employer at least sixty (60) days prior to the date of the retirement or within such other time period as may be mutually agreeable to the parties. All obligations and agreements of the parties as contained in this Agreement shall cease as of the date of the retirement
- c. Employee may be terminated or suspended for willful non-compliance with any provisions of United States law, Rhode Island law, or the Tiverton Town Code, including the Town Carter.
- d. Death of Employee;
- e. Disability of Employee;
In the event of disability, by illness or physical or mental incapacity of the Employee to perform his duties and obligations as prescribed under this contract, which disability exists or is likely to exist for a period of more than six (6) months during the term of this Agreement, the Employer may, in its discretion, make a proportionate deduction from the Employee's salary, subject to the Employee's entitlement to sick leave or other applicable benefits accrued by the Employee. In the event the disability of the Employee continues for a period of one (1) year or more or if the disability is determined to be permanent by competent medical documentation (at least two (2) physicians specializing in the area of the claimed disability other than the Employee's treating physician), the Employer may terminate the agreement at its option with notice to the Employee and all obligations of the Employer for payment of salary and other benefits shall cease.
- f. The employee may be suspended or discharged for non-compliance with any requirements which relate to the Employee's qualifications for holding the position.

- g. Suspension or Discharge for Cause - Employee may be suspended or discharged for cause during the term of this agreement for one or more of the following reasons: (1) immorality, (2) conviction of a felony or other crime involving moral turpitude, (3) repeated failure to comply with established Employer policy (4) continuing neglect of duties, (5) insubordination and/or (6) conviction of any violation of state or federal law.
- h. The Employer may terminate Employee or suspend Employee for a designated period of time in accordance with this section. Any such termination or suspension of Employee during the term of this agreement prior to its termination date shall be governed by the Town Charter.
- i. Notwithstanding anything herein to the contrary, the Employer may terminate the Employee for no cause whatsoever after the first six months of the term of this Employment Contract, in consideration of payment of three (3) months pro-rated base salary, together with health and dental insurance for three (3) months, but with no other benefits whatsoever.

15. **STATUS REPORT**

Prior to the issuance of the employee's final paycheck, and at any time upon request of the Employer, the Employee shall submit a written report to the Employer, which details the status of his/her office. This shall include, but not be limited to, an assessment of operations, status of any projects or outstanding issues, computer passwords and details of unresolved issues. The Employee's final paycheck may be withheld until such final report is submitted.

16. **EXTENSION**

Extension of the Employee's employment shall be considered by the Employer in the last 3 months of the Employee's employment contract. Not later than 30 days prior to the end of the Employee's employment contract, the Employer shall notify the Employee in writing whether the Employer elects to offer Employee a new employment contract.

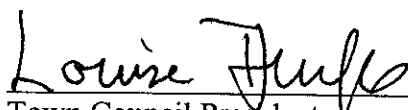
17. **POLICIES and PROCEDURES**

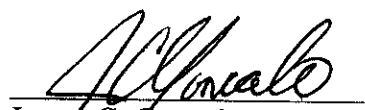
The Employee is subject to all policies and procedures as adopted by the Employer in the Town of Tiverton personnel handbook.

This agreement is executed this 15 day of August, 2008.

Town of Tiverton:

Employee:


Town Council President


James C. Goncalo